

<b>SOLICITATION AND OFFER</b>			1. [BLANK]			Page 1 of 29			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <b>OPR06000054</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>06/05/2006</b>		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Office of Finance & Procurement 359 Ford Bldg. Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2213 ext.			CODE <b>OFF</b>		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L of RFP for details</u> until <u>2:00 PM</u> local time <u>06/09/2006</u> (Hour) (Date)									
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Jim Tiani		B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT. 202    225-7158		C. E-MAIL ADDRESS james.tiani@mail.house.gov			
<b>11. TABLE OF CONTENTS</b>									
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<b>OFFER (Must be fully completed by offeror)</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)			10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )			
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY      CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form or by other authorized official written notice.									

<b>Line Item Summary</b>	<b>Document Number</b> OPR06000054	<b>Title</b> House Wide Employee Orientation	<b>Page</b> 2 of 29
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Contact Person Jim Tiani 202-225-7158

0001	Project Cost		0.00	ea	\$	\$
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Please provide separate schedule detailing cost of deliverbles.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF OBJECTIVES

#### 1. Objective:

The Office of the Chief Administrative Officer (CAO) of the U.S. House of Representatives is currently in the process of coordinating with other House partners, the design, development and implementation of a House-wide New Employee Orientation Program (NEOP). In addition to a study of the feasibility of the program, this program is scheduled to be developed and launched in fiscal year 2006.

The House has the need to supplement its internal resources for this project with contractor staff that has knowledge both of the House of Representatives and of current best practices, approaches, methodologies, and media formats for conducting new employee orientation programs.

This solicitation is seeking a contractor with specific and extensive working knowledge of the operations, environment, and uniqueness of the House of Representatives, both on Capitol Hill and in District offices. In view of the biannual elections of Members of the House and the resulting transition issues that impact the workplace and the work force, the contractor will need to address these unique requirements in proposing a plan for the design, development, implementation and initial launch of a House-wide New Employee Orientation program. Contractors willing to partner with other organizations to meet both the institutional sensitivity and programmatic development needs of this effort are encouraged to respond to this solicitation.

#### 2. Background

The U.S. House of Representatives is comprised of approximately 550 individual employing offices. In total, these offices employ approximately 10,000 House employees that work in Washington, DC (on Capitol Hill) and in over 800 district offices throughout the United States and its territories. Currently, all new employees are oriented to the House and its operations by the individual employing office, and a consistent program is not in place to ensure that all House employees are receiving the same orientation and information.

Employee turnover on average is approximately 30% each year, but can increase in an election year. As indicated above, these specific transition issues have major implications for providing a new employee orientation program that meets the informational needs of the breadth of employees hired to work on the Hill or in a District Office. The routine transition every two years also necessitates that the NEOP has media production and content message flexibility to accommodate operational changes that can occur at any time.

The principal objectives of this program are to:

Provide a welcome to House employees;

Orient new employees to the foundational core of the House (e.g. the Constitution), and educate and inform new hires about current House operations, organizational structure, services and resources;

Identify an employee's critical role as part of the House work force;

Explain the benefits as a federal and House employee and provide an on-boarding process assisting employees in the completion of all required paperwork (e.g., I-9 Forms and validation; Social Security Administration verifications; Payroll Authorization Forms; Oath of Office Forms; W-4 Form; Certificate of Relationship/Non-Relationship Form; Election of Retirement Coverage Form; Direct Deposit Form; etc.), and in receiving initial information and assistance on benefits and policies required to begin work at the U.S. House of Representatives; and

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Other information deemed vital to an employee embarking on his or her employment with the House.

### 3. Scope

Working specifically with the CAO organization and its other House partners, the contractor will have responsibility for the fulfillment of the two primary phases of this contract:

Design and developmental phase, to include a preliminary study of the feasibility of such an orientation program, the elements and components for inclusion in the program, and the optimum strategy and activities for program development and delivery.

Initial launch and delivery phase.

Although both phases are planned for FY06, it is recognized that the delivery phase will be launched during fiscal year '06 but will carry forward into future years, largely reliant on financial and human resource support of the CAO organization and other House partners. As part of its design and developmental work, the contractor will provide the House with a recommended plan for the ongoing delivery of the program by House resources subsequent to the termination of the contract.

This plan will include as a minimum

A resource plan

Operational cost projections

Recommended delivery schedule, to include specific personnel and funding resource estimates for the House's consideration in carrying out the orientation program on an annual basis.

A critical factor in the success of the initial development and launch of this program and in its continuing sustainment will be the ongoing engagement, involvement, participation, and support of a variety of other House entities, including House Leadership, the Committee on House Administration, the House Officers and the Inspector General, to name a few. Since this program will be designed to meet the general orientation, on-boarding, and initial informational needs of the overall House work force, the contractor will be expected to fully engage these stakeholders and contributors in both phases of the project, and throughout the program's lifecycle from the initial study and the formulation of the program's conceptual framework and design; through the actual development of the program's content, supporting media production and related orientation and communications materials; to the initial launch and ongoing delivery of the program.

Implementation of this program will provide the House and the CAO organization with the opportunity to expand the current New Employee Orientation Program to the broader House community. It will further enable the CAO organization itself to address a major strategic objective of improving information sharing throughout the House, ultimately optimizing relationships with customers and stakeholders and enhancing the customer experience through better and timelier information being presented to employees as they embark on their employment with the House.

### 4. Contractor Competencies Required

This Statement of Objectives necessitates that the contractor have the proven technical competencies:

- 1) A demonstrated and documented familiarity with and understanding of the operations, environment and uniqueness of the U.S. House of Representatives, both on Capitol Hill and in District offices.
- 2) Demonstrated experience and expertise in the "best practices" development and delivery of employee orientation programs, including conducting "train-the-trainer" programs for personnel who will be involved in the delivery of the program over time.

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- 3) Familiarity and experience with the development of flexible presentation formats, media productions, and their respective use and delivery in a workplace setting.
- 4) Expertise in the development of informational materials, including promotional materials, communication campaigns and strategies, and orientation support materials.
- 5) Specific experience in and knowledge of best practices for the on-boarding process for new hires; familiarity with applicable regulatory mandates, federal employment requirements, and House rules and employment policies; and the coordination of these varied requirements within a comprehensive, House-wide process.

Contractors are encouraged to partner with other organizations to provide both the Congressional experience and the comprehensive and state-of-the-art expertise in the development and delivery of employee orientation programs.

## **5. Phases and Deliverables**

Support under this contract consists of the following tasks and activities:

### **Phase One - Design and Development to be mapped by contractor**

The initial phase of the project will necessitate that the contractor achieve several distinctive tasks and activities to move the New Employee Orientation Program from concept to delivery-readiness:

- 1) The development of a specific project plan, activity schedule and corresponding work breakdown structure that includes specific project milestones and a corresponding schedule of project deliverables. The contractor will deliver this project plan within two weeks of contract award.
- 2) The identification and engagement of all relevant House entities and offices to partner with the CAO organization and to serve on the "Point of Contact" developmental team to work with the contractor in studying the program's development, in the actual design of the program, and in the specific development of program content and presentation support materials. It is anticipated that these entities may include: House Leadership; the Committees on Appropriations and House Administration; the House Officers and specific operations (e.g., CAO Communications Team; FirstCall; Office of House Employment Counsel; etc.); the Architect of the Capitol; the U.S. Capitol Police; and other House offices deemed appropriate as planning unfolds and as the content of the specific orientation program is developed and vetted with the primary stakeholders - House Leadership and the Committees on Appropriations and House Administration.
- 3) The development of the program's content (i.e., offices/services to be covered; material to be provided; single orientation session or phased sessions over an extended orientation period) and all presentation support materials (i.e. presentation and media production; orientation package and materials; new employee resource packet; new employee checklist; program evaluation materials; etc.). The contractor will play a primary role in helping the House entities reach consensus on the program's content, presentation and media production, and support materials. This developmental task will necessitate that the contractor conduct a study and an assessment of the stakeholders and partners to develop an initial inventory of the information, services and resources initially deemed critical by the various entities for presentation during the House-wide New Employee Orientation Program. This inventory will serve as the foundational building block for the program, providing the library of potential program content for further development for or exclusion from the final program. It is anticipated that the initial study and assessment will be validated with a selection of employees (e.g., focus groups; surveys; etc.) from across the House who can provide a based upon their own experience when brought on-board and oriented to the House of Representatives, as they embarked on their employment.
- 4) The decision on the most relevant material to include in the House-wide New Employee Orientation Program. While it is anticipated that the ultimate decision on the content and format of the NEOP will rest with the key stakeholders- the Committees on Appropriations and House Administration - it will be the responsibility of the contractor to guide the

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development of the content and the format for the program, and to make specific recommendations accordingly to the CAO organization, the developmental partners within the House, and ultimately to the key stakeholders identified above.

5) The identification, selection, training, and coaching of program facilitators and presenters from the House entities presenting material in the program. This element of the program's development should help assure that the program is presented consistently, and with an energetic and engaging presentation style, across all the program content areas and across all presenters, while assuring the necessary flexibility in media production and program message content to accommodate changes resulting from routine and other House transitions. It is anticipated that the contractor will provide a specific plan for how the program will be presented (e.g., team teaching; etc.) and how the program will be sustained and accommodate changes as facilitators, presenters or trainers relinquish their roles over time.

6) The decision on the best approach for delivery of the orientation program, initially and on an ongoing basis (i.e., frequency of delivery; facilitation team members; tracking of participants; communications about the program; ongoing evaluation of the program; assimilation of program modifications as necessary; etc.) In considering the best approach for delivery, the contractor will make specific recommendations as to how the House can reach all new House employees (Washington, DC and all District offices).

7) A recommended process and system for assuring that the orientation program and the practical on-boarding process are strategically and operationally linked to provide consistency and uniformity across the many and varied House employing offices, and to further assure that new employees and their employing offices are compliant with federal and other regulatory mandates and applicable House rules and policies.

8) The identification of the CAO and other House organizational personnel resources and the specific funding requirements necessary to support and sustain the program on an ongoing basis. This will include identifying primary program oversight, coordination and delivery responsibilities within the CAO organization (e.g., Human Resources personnel; Learning Services trainers; etc.) as well as the related dependencies within the organization (e.g., CAO Communications Team; HIR technical support; House graphics and media support; etc.).

## **Phase Two - Program Launch and Delivery**

With the partners identified, the content developed, the facilitators identified and trained, and the program logistics settled, the program will be poised to move into the initial delivery phase - including the establishment of the process for ongoing delivery and integration into the standard process for welcoming new House employees into the House work force and workplace. Similar to Phase One, this phase also requires the contractor to fulfill several critical tasks and activities:

1) Finalization of all program content, presentation and media production, and program and communications support materials, including informational packets and other handouts used in the program. All materials will be provided to the CAO organization in a format that enables printed and electronic reproduction and that accommodates any editing or other ongoing adjustment by the House in order to keep the content, format and delivery current and flexible in order to integrate any ongoing changes. All materials developed by the contractor - including print, media, and electronic - become the property of the House of Representatives, void of any copyright, proprietary or reproduction restrictions set by the contractor. The House becomes the sole owner of all program related materials and technology, reserving the right to alter or change the program, materials and media as it deems appropriate. The contractor will provide the program content and materials using technology that is compatible with and fully supported by the House information technology systems.

2) Development and coordination of the overall communications plan for the program, working in conjunction with the CAO Communications Team, to include specific outreach efforts to District offices.

3) Initial communications plan and strategies as the program is geared up for launch.

4) A defined process for ongoing integration of the orientation program and the practical on-boarding of employees and the corresponding completion of all required forms by the new employee and the employing office.



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- 5) Recommendations for an ongoing program delivery schedule and attendance requirements.
- 6) The development of a specific process for the ongoing program scheduling and tracking with the CAO Communications Team and Human Resources' Learning Services team.
- 7) Scheduling and coordination of program presenters.
- 8) Specific recommendations for the ongoing scheduling and tracking of program attendees.
- 9) Initial delivery of the program.
- 10) Specific resource recommendations for the House to sustain the program annually, to include:
  - Personnel resources to administer and deliver the program;
  - Resource costs for administrative and presentation materials, media production, communications, and other supports for the program.

## **6. Additional Deliverables and Milestones**

In fulfillment of this contract, the contractor shall deliver:

### **Detailed Project Plan**

The project plan will include a specific work breakdown schedule, a defined project team, project milestones and deliverables, and stated project outcomes. The contractor will generate and deliver the project plan within two weeks of the date of the contract award.

### **Program Content, Media Production, Support Materials and Evaluation**

The program presentation content, media production, and related print, communications, program evaluation, and administration materials, to fully support and execute the program's delivery on an ongoing basis, will be developed by the contractor and produced in both print and electronic formats to allow for the CAO and the House to readily reproduce and adjust the program materials, media presentation, and production format as necessary over time. All materials developed by the contractor - including print, media, and electronic - become the sole property of the House of Representatives, void of any copyright, proprietary or reproduction restrictions set by the contractor, and will be produced and provided to the House using technology that can be fully supported by the House information technology systems and the CAO's Office of House Information Resources.

### **Delivery Schedule**

At the conclusion of Phase Two of this contract, the contractor will deliver to the House a plan that includes specific personnel resource and funding recommendations for the ongoing delivery of the House-wide New Employee Orientation Program and for its ongoing evaluation and adjustment.

## **7. The period of performance.**

Each offer is to develop a time line inclusive of labor categories, rates and hours of participants from the commencement of an award date to fulfillment of all objects and tasks as outlined in this RFP.

## **8. Additional Information**

It is anticipated that the contractor will perform the work at the House of Representatives and at the contractor's location as necessary to carry out the specific tasks and activities, and to meet the specific milestones and deliverables detailed in the project plan.

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## SECTION D -- PACKAGING AND MARKING

### D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

### E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

a. Refer to Section F, HC.6.009, Payment for Non-performance.

b. Reduce the contract price to reflect the reduced value of the services performed; or

c. Terminate the contract for default.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

Period of performance will be dependent upon offers project plan. Refer to Section C.

### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.3 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

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b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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**F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE**

**SEPTEMBER 2001**

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

### G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

#### a. Contracting Officer (CO):

Barbara Burkhalter  
Office of Finance and Procurement  
Room 331, Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515

Telephone: (202) 225-1821

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

#### b. Contracting Officer's Representative (COR):

TBD  
Name:  
Title:



Address:

Phone:

Fax:

E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Jim Tiani  
Office of Finance and Procurement  
Room 356, Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515

(p)202-225-7158  
(f) 202-226-2214  
E-mail james.tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

### G.3 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted as established by the COR. The status report shall include as a minimum:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period including at a minimum:
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues (Feedback from customers)
6. Adherence to timelines

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7. Quality of work

b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs) and/or other customer input. These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

G.4 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. The House does not pay federal, state or local taxes unless mandated by law.

d. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.5 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.6 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The Contractor shall assign key personnel by name and title. The Contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with an award. At a minimum, the Contractor shall

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designate a Program Manager as key personnel. The Contractor shall have knowledge of and experience with the U.S. House of Representatives Legislative Member and Committee Office operations.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address. (see Section J Attachment 1)

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

#### **G.7 HC.7.010 POST AWARD CONFERENCE**

**FEBRUARY 2005**

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

#### **G.8 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE**

**FEBRUARY 2005**

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

#### **G.9 HC.7.025 RELEASE OF CLAIMS**

**FEBRUARY 2005**

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC-003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

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No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### H.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

#### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Please go to <http://www.house.gov/cao-opp/currentsol> to obtain the Affirmation of Non Disclosure Form.

#### H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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## SECTION I -- CONTRACT CLAUSES

### I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within then (10) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

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**I.5 HC.9.007 ORDER OF PRECEDENCE**

**MARCH 2002**

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

**I.6 HC.9.013 GRATUITIES**

**JUNE 2002**

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Brief business history.
- d. Financial data Profit & loss for past three years.
- e. Key point of contact (POC) list and telephone number.

### K.2 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

### K.3 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within \_\_\_\_\_ calendar days after receipt of the offer.

### K.4 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.



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K.5 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

#### **Part I**

Section A of RFP. The offeror shall insert Section A (page 1) of this solicitation with all required/applicable blocks completed. Section B Price Schedules. Please include chart that identifies the level of effort, people, hourly rate, total cost, and proposed people.

#### **Part II**

Section G Contract Administration". Offeror shall complete the required sections of Section G. Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.

**Part III Technical Proposal** - explain technically how deliverables will be accomplished. Objectives and requested materials eg project plan time line should be included here.. Alternate/innovative recommendation should be thoroughly explained in this section.

Management approach, past performance and establish service levels should be thoroughly explained.

Corporate capabilities on your ability to perform this work and pertinent experience and qualification in conducting similar services as stated in the solicitation, should be addressed. Offeror shall provide references for three current or recent (within three years) customers and three past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number and email address if available. Resume of individuals should be included in this section. If co-partnering with another company explanation of relationship and competencies of each is to be explained.

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall email their proposal in MS Word format or PDF format with all required signatures to [james.tiani@mail.house.gov](mailto:james.tiani@mail.house.gov) with a copy to [lawrence.toferoff@mail.house.gov](mailto:lawrence.toferoff@mail.house.gov) prepared by time and date as identified in block 9 of page 1. Proposal shall be in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. **No Hand deliveries or Fax copies will be accepted.** One hard copy of the proposal should also be mailed to:

U.S. House of Representatives  
Office of Finance & Procurement  
356 Ford House Office Building  
Washington DC, 20515  
Attn: Jim Tiani

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**L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS**

**JULY 2001**

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;  
or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

**L.4 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**JULY 2001**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

- (1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

- (2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to offeror whose proposals meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors are of equal importance:

- (1) Project Plan Timeline
- (2) Technical approach to deliverables
- (3) Innovative solutions presentated
- (4) Corporate capabilities, competency in compensation arena , competency in HR personnel policies and best practices
- (5) Experience of individuaal(s) in doing similar work
- (6) Oral presentation may be required, which will be at our option
- (7) \*Price

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

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c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the House reserves the right to conduct discussions if they are determined to be necessary.